

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 1/22/2008

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 89187

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 1/22/2008 for 5, FARMWORKER, VEGETABLE II 402-687-010
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.


(signature)

* * * * *

DATE _____

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos



U.S. Department of Labor
Employment and Training Administration

O.M.B. Approval No. 1205-0134, Expires 06/30/2006

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Belvedere Plantation, INC. 1410 Belvedere Drive Fredericksburg, Virginia 22408 (540)373-4478		Industry Code / Código de Industria 0161		Job Order # / No. Orden de Empleo 89187																																															
2. Location and Direction to Work Site / Dirección del lugar de trabajo 1410 Belvedere Drive Fredericksburg Virginia 22408 6 mile southeast of Fredericksburg on Rt. 17 (see attachment / para más detalles vea 1)		Occupational Title and Code / Título Ocupacional y Código Farmworker Vegetable II 402.687 010		Clearance Order Issue Date / Fecha de Tramite: 11/22/08																																															
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 1410 Belvedere Drive Fredericksburg Virginia 22408 single story frame house (see attachment / para más detalles vea 1)		Job Order Expiration Date / Fecha de expiración: 7/13/2008		6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 3/8/2008 To/ Hasta 11/17/2008																																															
4. Board Arrangements / Arreglo de Alojamiento In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from store at least once a week for supplies (for worker for whom housing must be provided) (see attachment / para más detalles vea 1)		7. No. of Worker's Requested / No. de Trabajadores Pedidos 8		8. Anticipated Hours of Work per Week / Horas <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Anticipadas de Trabajo por Semena</th> <th>Total:</th> </tr> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miercoles 7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves 7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes 7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sabado 5</td> </tr> </table>		Anticipadas de Trabajo por Semena		Total:	Sunday / Domingo	0	Wednesday / Miercoles 7	Monday / Lunes	7	Thursday / Jueves 7	Tuesday / Martes	7	Friday / Viernes 7			Saturday / Sabado 5																															
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5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The employer or agent agrees to interview referrals from all sources. Employer agrees to interview all US workers referred by the Virginia Employment Commission local office or by supply states who have been screened by such employment services for: 1. Availability for the entire season 2. Have transportation to job site 3. Have been fully apprised by the local employment office of the terms, conditions, and nature of employment. (see attachment / para más detalles vea 1)		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Plants, cultivates and harvests vegetables, fruits, organically grown small grains and straw. Works on planter, plants roots, seeds and bulbs. May spread plastic or other ground covering. Weeds, plants, and thins. Transplants plants riding on transporter or by hand. May set poles or wires for vine plants. Picks, cuts, lifts, or pulls crop to harvest them. May tie vegetables in bunches or top them. May assist with irrigation. May operate and help maintain tractors or hand operated equipment. May assist with general farm building maintenance. Work in equipment operation will be expected. (see attachment / para más detalles vea 1)																																															
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Planta, cultiva, y cosecha vegetales (verduras), fruta, trigo (cereales) y paja crecidos biologicamente. Trabaja en la plantadora, planta raices, semillas y bulbos (camotes). Podria extender plasticos o otras cubiertas de suelo (superficie). Deshacerse (cortar) de malas hierbas, mermar (entesacar), y plantar. Transportar plantas, ir sobre la transplantadora o por mano. Podria poner paños(postes) y alambres para plantas de vid. Coge, corta, levanta, o jala cultivo para cosecharlos. Podria atar la verdura en manojos descabezarlos. Podria ayudar con la irrigacion. Podria operar y ayudar a mantener los tractores o equipo de mano. Podria ayudar con el mantenimiento de la construccion general de la granja(finca). Trabaja en la operacion de equipo de operera de los trabajadores. (see attachment / para más detalles vea 1)		11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Crop Activities / Cultivos</th> <th rowspan="2">Hourly Wage Salario por Hora</th> <th rowspan="2">Piece Rate / Unit(s) Pago por Pieza / Unidad(es)</th> <th rowspan="2">Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)</th> <th rowspan="2">Deductions / Deducciones</th> <th rowspan="2">YES SI</th> <th rowspan="2">NO</th> <th rowspan="2">Pay Period Periodo de Pago</th> </tr> </thead> <tbody> <tr> <td>Planting, soil preparation, cultivate, harvest</td> <td>\$ 9.02</td> <td>\$</td> <td></td> <td>Social</td> <td>x</td> <td></td> <td>Weekly / Semanal</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Federal Tax Impuestos Federales</td> <td>x</td> <td></td> <td rowspan="3">Bi-weekly / cada 2 sem.</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>State Tax Impuestos Estatales</td> <td>x</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Meals (comidas)</td> <td></td> <td>x</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Other (specify) / Otro</td> <td></td> <td>x</td> <td>Other / Otro</td> </tr> </tbody> </table>				Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago	Planting, soil preparation, cultivate, harvest	\$ 9.02	\$		Social	x		Weekly / Semanal		\$	\$		Federal Tax Impuestos Federales	x		Bi-weekly / cada 2 sem.		\$	\$		State Tax Impuestos Estatales	x			\$	\$		Meals (comidas)		x		\$	\$		Other (specify) / Otro		x	Other / Otro
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12. Transportation Arrangements / Arreglos de Transportación (Please explain) For workers that complete the 50% contact period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the federal register (for workers with and without receipts). The amount of reimbursement for transportation shall be the workers actual cost, but no more than the most economical and reonable similar common carrier transportation charges for the distance involved. See attachment item 12 for explination. (see attachment / para más detalles vea 1)																																																			
13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?																																																			
14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																			
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																																																			
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																																																			
17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such																																																			

FIG 26 2007

ETA 790 (Rev. July 2004)

<p>arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")</p> <p>none</p>	
<p>18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None"). Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")</p> <p>none</p>	
<p>19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)</p> <p>Virginia Employment Commission 14243 Historyland Highway Warsaw Virginia 22572</p>	<p>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)</p> <p>Will Jacobs 804-333-5565</p>
<p>21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by n. and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.</p> <p>Employer's Signature:  Title:  Título del Empleador</p>	
<p>READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte</p>	
<p>Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).</p>	

General Conditions

To be hired for employment under this job order, the worker must be able, willing and qualified and be available at time and place needed to perform the work described in this job order.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment he will not receive certain transportation reimbursement discussed under Item 12 and may not be eligible for rehire in future years.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker (a) abandons the employment; three consecutive workdays of unexcused absence shall be and abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violations(s) of the employer's work rules; the worker shall abide by such rules (a copy of general rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reasons for termination of employment.

This work agreement shall also be terminated by reason of fire, hurricane, frost, flood, drought, hail, other acts of God or other calamity or reason beyond the employer's control to make fulfillment of this work agreement impossible. "Reason beyond employer's control" includes termination of worker; if he is not a United States worker because a United States worker makes himself available for the job under DOL 50% rule.

A copy of the Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

Item 2 Location and Direction to Work Site

1410 Belvedere Drive
Fredericksburg, Virginia 22408

7 miles southeast of Fredericksburg Virginia on Route 17 South.

Item 3 Location and Description of Housing

Housing is provided at no cost only to those workers who are not reasonably able to return the same day to their place of residence at the time of recruitment.

No tenancy is such housing is created. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Single story frame house.

Item 5 Referral Instructions

Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the order holding office to inform job seekers of the terms and conditions of this clearance order. After coordinating the referral the order holding office will contact the employer directly and advise the employer of the referral or referrals. When possible, a translator will be made available. The employer will conduct interviews, either in person or by telephone, during the hours of 9:00AM to 4:00PM, Monday through Friday. Employer will interview the person during the above-mentioned hours if necessary.

Order holding office:

Virginia Employment Commission
144243 History Highway
P.O. Box 167
Warsaw, Virginia 22572
(804) 333-3675

Employer's agent agrees to interview all United States Workers referred the State Employment Services, local or by supply states who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to job site
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 7 Number/Type of Workers

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to United States law. All worker hired under this job order must demonstrate eligibility to work legally in the United States. Refer to the back of Form I-9 for documents acceptable for purposes of establishing employment eligibility. After hiring, employer may verify legitimacy of social security numbers through Employment Verification System (EVS) for workers who have not been employed by him in previous years.

Workers should bring with them documents verifying their legal right to work in the United States when referred to this order and at the time of employment. Valid eligibility documents will be necessary to complete payroll tax withholding and I-9 forms.

Item 8. Work Week

The workday is from 7:30AM until 3:30 PM Monday through Friday and 8:00AM until 12 noon on Saturday with and unpaid lunch break (7hours/day and 5hours/day on Saturday. The worker may be required to work as much as 12 hours per day and/or on the Sabbath, depending on weather, seasonal demands of farms needs and other conditions.

Extreme heat, cold or drought may affect working hours. Employer will offer a minimum of 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 10. Job Specifications

Jobs offered are work on diversified crop farm handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Crops grown include pumpkins, strawberries, corn, organically grown small grains, soybeans and gourds. Workers may work on planters, planting seeds and transplanting seedlings. Workers may cultivate and weed as needed and assist with irrigation and fertilization. Assist in the production of organic compost and related activities. Workers must also stake/tie plants. Workers will trellis and prune plants. Workers will pick produce as it ripens. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants.

Work is to be done in the field for long periods of time. Workers are expected to perform duties including boxing, weighing and loading crops. Workers may assist in loading trucks with boxed produce weighing from 50 to 75 pounds and lifting to a height of 5 feet.

In addition to the above activities workers may be required to perform variable general tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, laying plastic, weeding and other tasks related to farming.

Work may also include mechanized fieldwork using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other farm and packinghouse equipments. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect worker's ability to perform job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing.) Employer will accept any worker or workers who are capable of performing the work. Employer is willing to train workers for a period not to exceed 3 days (24 working hours). Persons seeking employment under the provisions of this job order should be available the entire period.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of workers.

Employer agrees to maintain adequate and accurate payroll records. The employer will furnish to each worker on payday and itemized accounting of earnings and of all legal and authorized deductions. FICA and FUTA deductions will be made for individual workers as applicable.

Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to place of employment. Subsistence will be in accordance with current rates published in the **Federal Register** (for workers with and without receipts.) The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the employer will provide or pay for worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, in which case this employer only pays for the transportation to the next job.

For the purposes of the above requirements the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, and able and eligible to work until the anticipated ending day of employment in Item 6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance (to and from their permanent place of residence each day; see page one). Return transportation will not be provided to workers who voluntarily abandon employment before the end of employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation and subsistence if applicable.

If the services of the workers are no longer required for reasons beyond the control of the employer due to fire or other acts of God such as frosts, flood, drought, hail or the like which makes fulfillment of the work period impossible and Regional Administrator so certifies, the employer will provide reimbursement for transportation and daily subsistence from the place of recruitment for employees.

Assurances

The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

Workers Compensation Insurance

Carrier: The Brethren Mutual Insurance

Broker: Manry –Rawls Corporation

P.O. Box 67

22319 Main Street

Courtland, Virginia 23837-0067

800-999-2412

Policy: WCP9000433

Attached:

:

APPLICATION FOR CONDITIONAL ENTRY

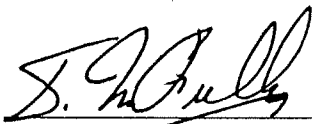
I, Belvedere Plantation, as the employer agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in 2007 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Belvedere Plantation, certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or the United States Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

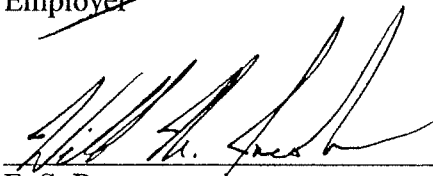
I expect my housing to occupied by March 15, 2008



Employer

12-17-07

Date




E. S. Representative

12-17-07

Date

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 10, of which 8 will be H-2A workers for which certification is requested and the balance will be United States workers. These numbers are estimates only as total work force needs are dependent upon weather, crop conditions and worker availability.



Employer

THE BRETHREN MUTUAL INSURANCE

149 NORTH EDGEWOOD DRIVE
HAGERSTOWN, MD 21740-6599

NCCI #16055



COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

This information page with "Policy Provisions" completes the below numbered

VA INFO

SUPPLEMENTAL DEC

Item	INFORMATION PAGE	POLICY NUMBER	WCP9000433		Audit	YES NO
	RENEWAL OF POLICY NUMBER					
1.	INSURED The Insured and : Mailing address:	BELVEDERE PLANTATION, INC. & M R FULKS & JUDY FULKS 1410 BELVEDERE DR. FREDERICKSBURG VA 22408 Other workplaces not shown above:**		ID#541663267	INDIVIDUAL PARTNER Corporation or	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
2.	POLICY PERIOD	12:01 AM Standard Time at the Insured's Mailing Address	From: 01/01/2008	To: 01/01/2009		
3.	Policy includes these endorsements & schedules: WC450602(07-93); WC000001A(06-91); WC 450401;					
4.	PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan. All information required below is subject to verification and change by audit.					
	Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium	
	GARDENING - MARKET OR TRUCK & FARM: FIELD CROPS & DRIVERS	0008	43,529	1.54	670	
	FARM: BERRY & DRIVERS	0037	45,343	3.73	1,691	
	GROCERY DEALER-RETAIL & DRIVER	0079	55,111	1.92	1,058	
	CLERICAL OFFICE EMPLOYEES NOC	8006	98,343	2.12	2,085	
		8810	27,640	.16	44	
	Premium for increased limits Part Two, if applicable			\$		
	Total Premium subject to the Experience Modification			\$		
	Premium Modified to reflect Experience Modification of .930	9898		\$	401	
	Other Premium Charges			\$		
	Total Estimated Standard Premium			\$		
	Loss Constant (where applicable)			\$		
	Premium Discount, if applicable			\$		
	Expense Constant Charges			\$		
	Total Estimated Premium			\$		
	Second Injury Fund Surcharge (NJ only)			\$		
	Uninsured Employers Fund Surcharge (NJ only)			\$		
	Minimum Premium \$			\$		
	TOTAL STATE ESTIMATED COST				\$	1,147
					\$	
					\$	

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION"

Servicing Office: 149 North Edgewood Drive

WC 99 06 02

Hagerstown, MD 21740

DK WC 01S 10 99

Insured's Copy

Date: 12/11/2007

THE BRETHREN MUTUAL INSURANCE

149 NORTH EDGEWOOD DRIVE
HAGERSTOWN, MD 21740-6599

NCCI #16055



COMPANY

Billing
Inquiries:
1-800-622-4264

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

This information page with "Policy Provisions" completes the below numbered

RENEWAL DECLARATION

Item	INFORMATION PAGE	POLICY NUMBER	WCP9000433	Audit	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	RENEWAL OF POLICY NUMBER				
1.	INSURED The Insured and : BELVEDERE PLANTATION, INC. & Mailing address: M R FULKS & JUDY FULKS 1410 BELVEDERE DR. FREDERICKSBURG VA 22408 Other workplaces not shown above:**			ID#541663267	INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> or _____
2.	POLICY PERIOD 12:01 AM Standard Time at the Insured's Mailing Address From: 01/01/2008 To: 01/01/2009 REPRESENTATIVE Agent or Broker MANRY-RAWLS CORPORATION 800-999-2412 Office Address P.O. BOX 67 22319 MAIN STREET BCO ID: 1460 Town and State COURTLAND VA 23837-0067 Agent Code 700101 0005				
3.	COVERAGE: A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here. 45-VA B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are: Bodily Injury by Accident \$ 1,000,000 each accident Bodily Injury by Disease \$ 1,000,000 policy limit Bodily Injury by Disease \$ 1,000,000 each employee C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except North Dakota, Ohio, Washington, West Virginia, Wyoming, and states designated in item 3a of the information page. D. This policy includes these endorsements and schedules: WC000000A(04-92); WC 99 06 01; WC 99 06 02; DN3 040103				
4.	PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.				
	Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
	VA Premium Total (SEE SUPPLEMENTAL DECS FOR BREAKDOWN)				5,147
	COVERAGE B INCREASE	9812			183
	TERRORISM RISK INSURANCE ACT OF 2002	9740			108
	Premium for increased limits Part Two, if applicable			\$	
	Total Premium subject to the Experience Modification			\$	
	Premium Modified to reflect Experience Modification of			\$	
	Other Premium Charges			\$	
	Total Estimated Standard Premium			\$	
	Loss Constant (where applicable)			\$	
	Premium Discount, if applicable .109	0063		\$	3
	Expense Constant Charges	0900		\$	180
	Total Estimated Premium			\$	
	Second Injury Fund Surcharge (NJ only)			\$	
	Uninsured Employers Fund Surcharge (NJ only)			\$	
	Minimum Premium \$ 553			\$	
	TOTAL POLICY ESTIMATED COST			\$	5,585

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION"

Servicing Office: 149 North Edgewood Drive
Hagerstown, MD 21740

WC 99 06 01
DK WC 01 01 93

Insured's Copy

Countersigned By _____ Signature Not Required
Date: 12/11/2007

Deposit \$

**THE BRETHREN MUTUAL INSURANCE COMPANY
HAGERSTOWN, MARYLAND**

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in your policy. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ ¹⁰⁸_____.

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Virginia is shown in Item 3.A. of the Information Page.

For Virginia Insurance, Part Six D. (Conditions--Cancellation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancellation, including the date of and reasons for the cancellation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancellation. We will provide the Workers Compensation Commission with immediate notice of such cancellation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancellation by you or us, you must provide 30 days written notice of the cancellation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

VIRGINIA TERRORISM RISK INSURANCE EXTENSION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended the Terrorism Risk Insurance Act of 2005.

Definitions

The definitions provided in this endorsement are based on the definitions in the Act and are intended to have the same meaning. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Extension Act of 2005.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured terrorism or war loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at United States missions or to certain air carriers or vessels.

"Insurer deductible" means:

- a. For the period beginning on November 26, 2002 and ending on December 31, 2002, an amount equal to 1% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding November 26, 2002.
- b. For the period beginning on January 1, 2003 and ending on December 31, 2003, an amount equal to 7% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2003.
- c. For the period beginning on January 1, 2004 and ending on December 31, 2004, an amount equal to 10% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2004.
- d. For the period beginning on January 1, 2005 and ending on December 31, 2005, an amount equal to 15% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2005.
- e. For the period beginning on January 1, 2006 and ending on December 31, 2006, an amount equal to 17.5% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2006.
- f. For the period beginning on January 1, 2007 and ending on December 31, 2007, an amount equal to 20% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2007.

Limitation of Liability

The Act may limit our liability to you under this policy. If annual aggregate insured terrorism or war losses of all insurers exceed \$100,000,000,000 during the applicable period provided in the Act, and if we have met our insurer deductible, the amount we will pay for insured terrorism or war losses under this policy will be limited by the Act, as determined by the Secretary of the Treasury.

(ED. 1-06)

Policyholder Disclosure Notice

1. Insured terrorism or war losses would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States Government would pay 90% for Program Year 4 and 85% for Program Year 5 of our insured terrorism or war losses exceeding our insurer deductible.
2. The premium charged for the coverage this policy provides for insured terrorism or war losses is included in the amount shown in Item 4 of the Information Page or the Schedule below.

State	Schedule	Rate per \$100 of Remuneration
VA		\$.04

The endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 45 04 01
(Ed. 1-06)

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED
ON JOB ORDER

1. ORDER NUMBER: 89187
2. NAME OF EMPLOYER: Belvedere Plantation
3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)
4. PERIOD OF EMPLOYMENT:
FROM 3/8/08 to 11/17/2008
5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 6
6. CROP AND PAY: Vegetable
CROP:
HOURLY WAGE: \$9.02
PIECE RATE: N/A
7. WORK TASKS TO BE PERFORMED:
planting, cultivating, harvesting vegetables
8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
9. HOUSING CAN ACCOMMODATE 8 PERSONS
8 INDIVIDUAL
 FAMILY
10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:

YES
11. DEDUCTIONS:
- | TYPE | AMOUNT |
|--------------------|---------------|
| SOCIAL SECURITY | <u>XXXXXX</u> |
| INCOME TAX | <u>XXXXXX</u> |
| TRANSPORTATION | <u>NONE</u> |
| TOOLS & EQUIPMENT | <u>NONE</u> |
| CREWLEADER CHARGES | <u>NONE</u> |

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON
ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 89187
2. NOMBRE DEL EMPLEADOR:
Belvedere Plantation
3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)
4. PERIODO DE EMPLEO:
DEL 8/03/08 al 17/11/2008
5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR
SEMANA 6
6. COSECHA Y PAGO: Vegetales
COSECHA
SUELDO POR HORA \$9.02
PAGA POR UNIDAD:
7. LABORES A DESEMPEÑAR EN EL TRABAJO:
plantar, cultivar, cosechar hortaliza vegetales
8. TRANSPORTACION PROVISTA: DESDE EL
ENCAMPAMIENTO TIENEN QUE COCINAR SUS
COMIDAS: SI
9. VIVENDA DISPONIBLE PARA 8 PERSONAS:
8 INDIVIDUOS
 FAMILIAS
10. COMIDAS: NO

PROVISTAS: NO

SI SON PROVISTAS, EL COSTO POR
DIA SERA _____ (Vea Num. 13 en la Orden de
Trabajo)
- LOS TRABAJADORES TIENEN QUE COCINAR SUS
COMIDAS: SI
11. DEDUCCIONES:
- | CLASE | CANTIDAD |
|---------------------------|---------------|
| SEGURO SOCIAL | <u>XXXXXX</u> |
| IMPUESTOS SOBRE INGRESOS | <u>XXXXXX</u> |
| TRANSPORTACION | <u>NO</u> |
| HERRAMIENTAS Y MAQUINARIA | <u>NO</u> |

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by

2/25/2008

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION

14243 Highwayland Hwy.

P.O. Box 67

Warsaw, Virginia 22572

During the period of _____

Any Job Service office will assist you in doing this. ☐

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS

NINGUNA

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal

notificacion sen a nas tardar el 2/25/2008

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleos en el:

VIRGINIA EMPLOYMENT COMMISSION

14243 Highwayland Hwy.

P.O. Box 67

Warsaw, Virginia 22572

Durante el periodo el _____ al _____

Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

COMMUNITY SERVICES - *Spotsylvania*

SPOTSYLVANIA COUNTY HEALTH DEPT.
9104 COURTHOUSE ROAD
SPOTSYLVANIA, VA 22553
(540-582-7155)

DEPARTMENT OF SOCIAL SERVICES
P.O. BOX 249
Hol Bart Building
9104 Courthouse Road
Spotsylvania, VA 22553

EMERGENCY SERVICES

SPOTSYLVANIA COUNTY RESCUE SQUAD
6429 THORNBURG
THORNBURG, VA 22565
(540-582-7101)

FIRE DEPARTMENT

SPOTSYLVANIA COUTY FIRE DEPT
6429 THORNBURG
THORNBURG, VA 22565
(540-582-2795)

SHERIFF

SHERIFF OF SPOTSYLVANIA CO
P.O. BOX 124
SPOTSYLVANIA, VA 22553
(540-5827115)

VIRGINIA STATE POLICE
3804 LOREN DRIVE
FREDERICKSBURG, VA 22408
(540-891-4108)

HOSPITAL

MARY WASHINGTON HOSPITAL
1001 SAM PERRY BLVD.
FREDERICKSBURG, VA 22408
(540- 899-1100)

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT
416 E. Main Street Suite 201
Charlottesville, VA 22902
(1-800-390-9983 or 804-296-8851)